

Plat Language

Owner's Certificate (Public Streets)

STATE OF TEXAS §

COUNTY OF § (Collin or Denton County as appropriate)

WHEREAS, (owner names) are the owners of a tract of land situated in the (name) Survey, Abstract No. (#), (Collin or Denton) County, Texas and being out of a (#) acre tract conveyed to them by (name), and being more particularly described as follows:

(property description to be provided here)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT (Owner Name) acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as (Subdivision Name, Block, Lot #), an addition to the City of Frisco, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The (Owner Name) does herein certify the following:

1. The streets and alleys are dedicated for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Frisco.
5. The City of Frisco is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Frisco's use thereof.
7. The City of Frisco and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Frisco and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Frisco.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this the _____ day of _____, 20_____.

BY:

Authorized Signature

Printed Name and Title

Owner's Certificate (Private Streets)

STATE OF TEXAS§

COUNTY OF § (Collin or Denton County as appropriate)

WHEREAS, (owner names) are the owners of a tract of land situated in the (name) Survey, Abstract No. (#), (Collin or Denton) County, Texas and being out of a (#) acre tract conveyed to them by (name), and being more particularly described as follows:

(property description to be provided here)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT (Owner Name) acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as (Subdivision Name), an addition to the City of Frisco. The streets and alleys shown on this plat as access easements are for the use and benefit of the owners of the property in this subdivision, their leasees, invitees and licensees. By acceptance of a deed conveying title to any lot in this subdivision, the owner thereof shall be deemed to have agreed and acknowledged and does certify the following:

1. The streets and alleys are private streets and alleys and are dedicated to the City of Frisco as Access, Utility, and Drainage Easements. The City has no responsibility or liability to make any repairs to such streets and alleys as long as they are private streets and alleys, except repairs made necessary by reason of installation, repair or replacement of municipal utilities located therein or in the utility easements adjacent thereto.
2. So long as such streets and alleys are private, the sole responsibility for maintenance and replacement thereof shall be borne by the owners of the lots in this subdivision and/or any homeowners' association hereafter established for the owners of lots in this subdivision (the "Association"). Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the City of Frisco, as presently in effect or as same may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law.
3. Neither the property owners within this subdivision nor the Association nor any other association or other organization or entity representing them shall have the right to request dedication (whether by voluntary or involuntary act or omission) of such private streets and alleys to the City unless and until the City has inspected such streets and alleys and determined that, at the time in question, they meet the City's standards. If the City desires to accept a dedication of said streets and alleys, the Association, its successors or assigns, or the owners of the lots in the subdivision will make, at the owners' or the Association's expense, all repairs required by the City to comply with then City standards. The City shall have sole discretion to accept or reject a proposed dedication of the private streets and alleys to the City. Before dedication, all public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
4. The easements and public use areas, as shown, are dedicated for the benefit of the owners of the property in this subdivision, their leasees, invitees and licensees use forever, for the purposes indicated on this plat.
5. The provisions hereof shall be binding upon and enforceable against all property owners in this subdivision, their successors and assigns and the Association and its successors and assigns. The provisions hereof may be enforced by the City, any property owner in the subdivision, and/or the Association.
6. These covenants and restrictions shall run with the land and be binding on the owners of the property in this subdivision, their successors and assigns, the Association, its successors and assigns and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the City may require any similar or additional restrictions and covenants in it's sole discretion. These covenants and restrictions shall terminate when all the access easements shown on this plat are included within a replat of all or part of this property and are dedicated to the City as public streets and alleys. In addition, all modifications to this document shall be by means of plat and approved by the City of Frisco.

7. If the owners of the property in this subdivision should open the private streets to the public, such use shall be considered a temporary license only. The owners of property in this subdivision through the Association reserve the right to close the street to the public at any time prior to formal dedication of the street to the public, and acceptance of the same by the City.
8. The owners of property in this subdivision and the Association shall allow access to the subdivision and the streets in the subdivision to all City employees and contractors acting on behalf of the City and all governmental service vehicles, including, without limitation, law enforcement, fire, ambulance, sanitation, inspection and health vehicles. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the City's use thereof. The City of Frisco and public utilities shall, at all times, have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of procuring permission from anyone.
9. The owners of property within this subdivision hereby agree and recognize that the entire subdivision is benefited by the City allowing the owners to maintain and control access to the private streets shown hereon, and that the City is benefited by having the value of the property enhanced for ad valorem tax purposes and not being under any maintenance obligations with respect to the private streets and alleys. For purposes of enforcement of these covenants, the benefits shall constitute sufficient and valid consideration.
10. The owner of each lot affected by a drainage easement across the rear portion of such lot may not construct any improvements within such lot except those improvements which (a) do not impeded the natural flow of water across the property affected by such drainage easement (such as swimming pools and open fences) and (b) are built in accordance with and pursuant to a building permit issued by the City. In no event shall (Owner Name), the City, the Association or any of their successors or assigns have any liability for any improvements built in any drainage or utility easement. Each lot owner shall build in such area at his or her own risk and shall indemnify (Owner Name), the City, the Association and their successors and assigns against any and all losses, damages and liability arising out of or associated with the construction of improvements on such owner's lot in any drainage or utility easement.
11. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City. Landscaping may be placed in/or near other easements with city approval. The City and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Frisco is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
12. Invalidity of any word, phrase, sentence, paragraph, covenant or restriction by court judgement or otherwise, shall not affect the validity of the other covenants or restrictions contained herein.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this the _____ day of _____, 20_____.

BY:

Authorized Signature

Printed Name and Title

Certificate of Approval *(for Preliminary and Final plats)*

Approved this _____ day of _____, 20____ by the Planning & Zoning Commission of the City of Frisco, Texas.

_____ Planning & Zoning Commission Chairperson

_____ Planning & Zoning Commission Secretary

_____ City Secretary

Certificate of Approval *(for Minor Plats and Amending Plats)*

Approved this _____ day of _____, 20____ by the Planning & Zoning Commission of the City of Frisco, Texas.

_____ Planning Division

_____ City Secretary

Surveyor's Certificate

Know All Men By These Presents:

That I, (Surveyor Name), do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Frisco, Texas.

Dated this the _____ day of _____, 20_____.

(Professional Seal)

Name, Title & Registration No.

Notary Block

STATE OF TEXAS §
COUNTY OF _____ § (Collin or Denton County as appropriate)

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____ (Name) _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public, State of Texas

Right-of-Way Abandonment

The abandonment is being made "as is" without any warranty, express, or implied, and/or representation that the City of Frisco, Texas has any right, title, interest, claim and/or demand in and to the real estate being abandoned by the City of Frisco, Texas by this plat. Applicant hereby acknowledges and agrees that it is the Applicant's sole duty and obligation to satisfy itself of the title that it is accepting by this plat and that it expressly acknowledges that it is not relying on prior representation or statement of the City of Frisco, Texas and this plat merges and supersedes all prior discussions, agreements, statements and understandings.